

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re the matter of

Christopher Campbell

Debtor.

Chapter 13 (Kane)

NO. 22 B 01888

Judge Janet S. Baer

OBJECTION TO CONFIRMATION

Now comes American Eagle Bank, a creditor herein, by Sherman & Purcell, LTD., its attorneys, and for its objection to confirmation of the debtor's proposed Chapter 13 plan respectfully represents as follows:

1. That American Eagle Bank is the creditor of the Debtor with respect to a debt that is secured by a 2019 Chevrolet Colorado. The outstanding balance as of the time of filing was \$29,280.98 plus 5.99% interest. The plan currently provides that the secured claim will be paid directly in part 3.3.

2. The current treatment in part 3.3 does not mirror the terms of the contract. For example, the plan sets forth 0% interest rather than 5.99%. The contract rate of interest must be used. The plan fails to mention late charges, etc.

3. The plan asks for the property to vest at confirmation. The Movant objects to its lien being released. There is no lien retention language in the plan and the Movant should retain the lien until the debt has been paid in full pursuant to the terms of the contract.

4. The plan should correct the interest rate and amount owed in 3.3 and in 8.1 provide as follows: "The Debtor shall remain in full compliance, including but not limited to pre and post petition payments interest, late charges, etc, with the underlying retail installment contract as to the debt owed to American Eagle Bank and that debt shall not be discharged pursuant to Section 1328 of the Bankruptcy Code. American Eagle Bank shall retain its lien on the 2019 Chevrolet Colorado until such time as the underlying retail installment contract is fully satisfied pursuant to applicable non-bankruptcy law. American Eagle Bank is allowed \$550 in attorneys fees that may be added to the indebtedness without further notice, order, claim or hearing."

5. The Movant is entitled to reasonable attorneys fees and costs for the objection to confirmation and proof of claim.

WHEREFORE, AMERICAN EAGLE BANK prays that this Honorable Court enter an Order denying confirmation of the Debtor's proposed Chapter 13 plan, and for such other and further relief as this Court may deem just and equitable.

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AMERICAN EAGLE BANK

BY: /s/ Christopher H. Purcell  
One of its Attorneys

CERTIFICATE OF SERVICE

I, the above signed attorney, certify that on March 23, 2022, I electronically filed the foregoing Objection to Confirmation with the Clerk of the Court using the ECF system which sends notifications of such filing to the following:

David Freydin, Attorney for the Debtor

Patrick S. Layng, U.S. Trustee

Glenn B. Stearns, Chapter 13 Trustee